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8 Attorneys for Plaintiff, Rahinah Ibrahim

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 RAHINAH IBRAHIM, an individual,

14 Plaintiff,

15 v.

16 DEPARTMENT OF HOMELAND
17 SECURITY, et al.

18 Defendants.

CASE NO. C06-0545 WHA

**STIPULATION FOR ENTRY OF
JUDGMENT;
~~PROPOSED~~ JUDGMENT**

Date Action Filed: January 27, 2006

Trial Date: None

1 WHEREAS, on January 27, 2006, plaintiff, Rahinah Ibrahim (“plaintiff”), filed her
2 Complaint in the above-entitled action.

3 WHEREAS, on April 2, 2009, plaintiff filed her Second Amended Complaint in the
4 above-entitled action.

5 WHEREAS, plaintiff’s Second Amended Complaint named the following defendants: a)
6 the City and County of San Francisco (which includes the San Francisco Airport and the San
7 Francisco Police Department), Richard Pate, James Cunningham, and Elizabeth Maron
8 (collectively “the San Francisco Defendants”); b) John Bondanella (“Bondanella”) and US
9 Investigations Services, Inc. (now known as Altegrity, Inc.) (“USIS”), based on its alleged
10 employment of Bondanella; and c) the Department of Homeland Security, Janet Napolitano,
11 Michael Chertoff, Tom Ridge, Eric H. Holder, the Terrorist Screening Center, Leonard C. Boyle,
12 Donna A. Bucella, the Federal Bureau of Investigation, Robert Mueller, Arthur M. Cummings,
13 II, the National Counterterrorism Center, Michael E. Leiter, the Department of State, and Hillary
14 Clinton (collectively “the Federal Defendants”)

15 WHEREAS, on June 1, 2009, the Federal Defendants filed a motion to dismiss plaintiff’s
16 Second Amended Complaint.

17 WHEREAS, on July 27, 2009, the Court issued an Order dismissing plaintiff’s claims
18 against the Federal Defendants. At that time, the Court did not enter partial judgment on
19 plaintiff’s claims against the Federal Defendants.

20 WHEREAS, plaintiff’s remaining causes of action against the San Francisco defendants
21 are her Third Cause of Action for violation of her Fourth Amendment rights under the United
22 States Constitution and under 42 U.S.C. § 1983, her Ninth Cause of Action for interference with
23 exercise of civil rights under California Civil Code section 52.1, her Tenth Cause of Action for
24 false imprisonment, her Eleventh Cause of Action for intentional infliction of emotional distress,
25 and her Twelfth Cause of Action for negligent infliction of emotional distress.

26 WHEREAS, plaintiff’s remaining causes of action against Bondanella are her Fourth
27 Cause of Action for violation of her Fourth Amendment rights under the United States
28 Constitution, her Eleventh Cause of Action for Intentional Infliction of Emotional Distress, and

her Twelfth Cause of Action for Negligent Infliction of Emotional Distress.

WHEREAS, plaintiff's remaining causes of action against USIS are her Eleventh Cause of Action for Intentional Infliction of Emotional Distress, and her Twelfth Cause of Action for Negligent Infliction of Emotional Distress.

WHEREAS, on March 1, 2010, the San Francisco Defendants, Bondanella and USIS served plaintiff with their Offer To Compromise (attached hereto as Exhibit A) pursuant to Rule 68 of the Federal Rules of Civil Procedure, ("Offer to Compromise"), offering to allow entry of judgment as follows:

- a. Against the City and County of San Francisco (including San Francisco Airport and the San Francisco Police Department) in the amount of One Hundred and Seventy Five Thousand Dollars (\$175,000.00.)
- b. Against USIS in the amount of Fifty Thousand Dollars (\$50,000.00.); and
- c. Said judgments shall be the total amount to be paid for any liability, accrued costs and attorneys' fees, as against the San Francisco Defendants, Bondanella and USIS.

WHEREAS, on March 11, 2010, plaintiff served and filed her Notice of Plaintiff's Acceptance of Offer to Compromise ("Notice of Acceptance"), attached hereto as Exhibit B.

WHEREAS, in her Notice of Acceptance, plaintiff stated that her acceptance applies only as to the defendants who made the Offer to Compromise, namely the San Francisco Defendants, Bondanella and USIS. Plaintiff specifically reserved the right to pursue her claims against the Federal Defendants.

NOW THEREFORE, plaintiff, the San Francisco Defendants, Bondanella, and USIS, by and through their respective counsel, hereby stipulate as follows:

1. Pursuant to the Court's Order dated July 27, 2009, granting the Federal Defendants' motion to dismiss, judgment shall be entered in favor of the Federal Defendants. Plaintiff reserves her right to appeal the Court's Order dismissing the Federal Defendants and final entry of judgment in their favor.

2. Pursuant to the Offer to Compromise, and the Notice of Acceptance, judgment shall be entered in plaintiff's favor in the total amount of \$225,000.00, as follows:

a. against the City and County of San Francisco (which includes the San Francisco Police Department and the San Francisco Airport), in the total amount of One Hundred and Seventy Five Thousand Dollars (\$175,000.00); and

b. against USIS in the total amount of Fifty Thousand Dollars (\$50,000.00).

3. Plaintiff shall dismiss, with prejudice, her claims against Bondanella, Richard Pate, James Cunningham, and Elizabeth Maron.

4. As among plaintiff, the San Francisco defendants, Bondanella, and USIS, all parties are to bear their own costs and attorneys' fees.

5. Plaintiff does not release or waive any right to recover her costs or attorneys' fees against the Federal Defendants.

Dated: March 15, 2010

McMANIS FAULKNER

By: /s/ Marwa Elzankaly
MARWA ELZANKALY

Attorneys for Plaintiff
RAHINAH IBRAHIM

Dated: March 15, 2010

DENNIS J. HERRERA, City Attorney
JOANNE HOEPER, Chief Trial Deputy
RONALD P. FLYNN, Deputy City Attorney
PETER J. KEITH, Deputy City Attorney

By: /s/ Peter Keith
PETER J. KEITH, Esq.

Attorney for Defendants
SAN FRANCISCO AIRPORT, CITY AND
COUNTY OF SAN FRANCISCO, SAN
FRANCISCO POLICE DEPARTMENT, JAMES
F. CUNNINGHAM, ELIZABETH MARON AND
RICHARD E. PATE

Dated: March 15, 2010

ARNOLD & PORTER LLP

By: /s/ Sharon Douglass Mayo
SHARON DOUGLASS MAYO, Esq.

Attorneys for Defendants
U.S. INVESTIGATIONS SERVICES, INC. and
JOHN BONDANELLA

PROPOSED JUDGMENT

Pursuant to the Court's Order of July 27, 2009, and pursuant to the parties' stipulation, this Court enters judgment as follows:

1. Pursuant to the Court's Order dated July 27, 2009, granting the motion to dismiss of defendants, Department of Homeland Security, Janet Napolitano, Michael Chertoff, Tom Ridge, Eric H. Holder, the Terrorist Screening Center, Leonard C. Boyle, Donna A. Bucella, the Federal Bureau of Investigation, Robert Mueller, Arthur M. Cummings, II, the National Counterterrorism Center, Michael E. Leiter, the Department of State, and Hillary Clinton (collectively "the Federal Defendants"), judgment is hereby entered in favor of the Federal Defendants.

2. Pursuant to the March 1, 2010, Offer to Compromise, and the March 11, 2010, Notice of Acceptance, judgment is hereby entered in favor of plaintiff, Rahinah Ibrahim ("plaintiff"), in the total amount of TWO HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$225,000.00), as follows:

a. against the City and County of San Francisco (which includes the San Francisco Police Department and the San Francisco Airport), in the total amount of ONE HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS (\$175,000.00); and

b. against US Investigations Services, Inc. ("USIS"), in the total amount of FIFTY THOUSAND DOLLARS (\$50,000.00).

3. Plaintiff's claims against defendants, John Bondanella, ("Bondanella") Richard Pate, James Cunningham, and Elizabeth Maron, are hereby dismissed with prejudice.

4. As among plaintiff, the City and County of San Francisco, Richard Pate, James Cunningham, Elizabeth Maron, Bondanella and USIS, all parties are to bear their own costs and attorneys' fees.

IT IS SO ORDERED. THE CLERK SHALL CLOSE THE FILE.

DATED: March 15, 2010.

UNITED STATES DISTRICT COURT

